

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**In re application of:** Hodge et al.

**Application No.** 10/590,844

**Filed:** August 24, 2006

**Confirmation No.** 8385

**FILED VIA EFS**  
**ON** OCTOBER 23, 2006

**For:** RAB9A, RAB11A, AND MODULATORS  
THEREOF RELATED TO INFECTIOUS  
DISEASE

**Examiner:** Not yet assigned

**Art Unit:** Not yet assigned

**Attorney Reference No.** 6395-68026-07

**POWER OF ATTORNEY BY ASSIGNEES AND  
CERTIFICATE BY ASSIGNEE UNDER 37 CFR § 3.37(b)**

COMMISSIONER FOR PATENTS  
P.O. BOX 1450  
ALEXANDRIA, VA 22313-1450

Dear Sir:

THE GOVERNMENT OF THE UNITED STATES OF AMERICA AS  
REPRESENTED BY THE SECRETARY OF THE DEPARTMENT OF HEALTH AND  
HUMAN SERVICES, CENTERS FOR DISEASE CONTROL AND PREVENTION and  
VANDERBILT UNIVERSITY, the Assignees of the entire right, title and interest in the above-  
identified patent application by assignments attached hereto, hereby appoint as their  
representatives to conduct all business in the Patent and Trademark Office connected therewith  
the attorneys and agents identified as

**Customer No. 46135**

The Assignees certify that the above-identified Assignments have been reviewed and  
to the best of Assignees' knowledge and belief, title is in the Assignees, and copies of the  
Assignments are submitted herewith.

Please address all correspondence to **Customer No. 46135** at:

KLARQUIST SPARKMAN, LLP  
One World Trade Center, Suite 1600  
121 SW Salmon Street  
Portland, OR 97204-2988  
Telephone: 503-226-7391  
Fax: 503-228-9446

The Centers for Disease Control and Prevention Technology Transfer Office has been duly delegated responsibility for such patent matters under the authority of the memorandum dated January 31, 1997, from Donna E. Shalala, the Secretary of the Department of Health and Human Services, delegating the authority to the Heads of the Public Health Service Operating Divisions, as well as a memorandum dated October 12, 2000, from Jeffrey P. Koplan, M.D., M.P.H., the Director of the Centers for Disease Control and Prevention (who is a Head of a Public Health Service Operating Division), delegating authority to sign this Power of Attorney to the Associate Director for Science and the Director of the Technology Transfer Office of the Centers for Disease Control and Prevention. The undersigned is authorized to exercise such authority in this matter.

Executed on 7 OCTOBER, 2006 at Atlanta, Georgia.

UNITED STATES DEPARTMENT OF  
HEALTH AND HUMAN SERVICES

A handwritten signature in dark ink, appearing to read "Andrew Watkins", is written over a horizontal line.

Andrew Watkins  
Director, Technology Transfer Office  
Centers for Disease Control and Prevention  
(CDC)  
1600 Clifton Road NE (E67)  
Atlanta, GA 30333  
(404) 639-6270

Executed on \_\_\_\_\_, 2006 at Nashville, Tennessee.

VANDERBILT UNIVERSITY

---

Janis Elsner  
Associate Director  
Office of Technology Transfer and  
Enterprise Development  
1207 17th Ave. S., Suite 105  
Nashville, TN 37212  
(615) 343-2430 - Telephone

## ASSIGNMENT

We, Thomas W. Hodge, of Roswell, Georgia, a citizen of the United States of America, Natalie J. McDonald, of Atlanta, Georgia, a citizen of the United States of America, Michael W. Shaw, of Decatur, Georgia, a citizen of the United States of America, Anthony Sanchez, of Lilburn, Georgia, a citizen of the United States of America, and James L. Murray, of Lawrenceville, Georgia, a citizen of the United States of America, along with Donald Rubin, have invented a certain invention entitled RAB9A, RAB11A, AND MODULATORS THEREOF RELATED TO INFECTIOUS DISEASE for which the following patent applications have been filed:

U.S. Provisional Patent Application No. 60/547,328, filed on February 24, 2004; and  
PCT Application No. PCT/US2005/006396 filed on February 24, 2005

which applications are collectively referred to herein as "the patent applications."

We were employed by the Department of Health and Human Services at the time the invention was made. The conditions under which said invention was made are such as to entitle the Government of the United States of America under Paragraph 1(a) of Executive Order 10096, to the entire right, title, and interest in the invention, in the United States and all other countries throughout the world.

In consideration of our obligations under Executive Order 10096, and other valuable consideration, we the undersigned, have sold, assigned, and transferred and do sell, assign, and transfer to The Government of the United States of America as represented by the Secretary of the Department of Health and Human Services, Centers for Disease Control and Prevention (hereinafter THE GOVERNMENT), and successors and assigns, our full and exclusive right, title, and interest in the patent applications and invention throughout the United States of America, its territories and dependencies, and all other countries. This includes an assignment of all Letters Patent that may be granted on the invention in the United States of America and all countries throughout the world, and any divisional, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof; and the right to claim priority from the patent applications as provided for by United States law, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, or other applicable law.

We authorize and request the issuance of said Letters Patent to THE GOVERNMENT as assignee of our entire right, title, and interest to be held as fully and entirely as the same would have been held by us had this assignment not been made.

We warrant that there are no outstanding assignments, grants, liens, encumbrances, or agreements either written, oral, or implied that will impair, diminish, limit, or abridge the interest herein conveyed at the time of the execution of the present assignment.

We also agree upon reasonable request to communicate to THE GOVERNMENT, its representatives, assigns or agents, any facts known to us respecting the invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, provide all requested documents, and do everything reasonably possible to aid THE GOVERNMENT and its assigns to obtain and enforce proper patent protection for the invention in the

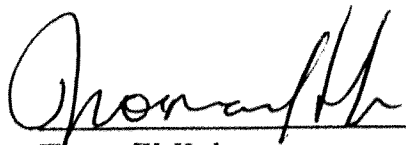
United States or any foreign country. These provisions are binding upon our heirs, legal representatives, administrators and assigns.

We have authorized THE GOVERNMENT to file and prosecute the patent applications, as well as any corresponding international or national applications that claim priority from them. THE GOVERNMENT has the right to select attorneys or agents of its choice to prosecute at its discretion the patent applications on its behalf.

We grant the law firm of Klarquist Sparkman, LLP, the power to insert on this Assignment any further information that may be necessary or desirable in order to comply with all applicable legal requirements, including the rules of the United States Patent and Trademark Office, for submitting and recording this document.

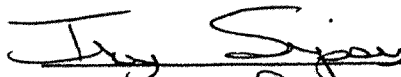
IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: 9/8/05

  
Thomas W. Hodge

STATE OF Georgia )  
COUNTY OF Oconee ) ss.

This 8 day of Sept., 2005, before me personally came the above-named Thomas W. Hodge, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

  
Notary Public for Oconee  
My commission expires:

[SEAL]

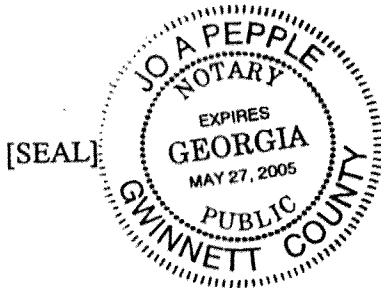
NOTARY PUBLIC, OCONEE COUNTY, GEORGIA  
MY COMMISSION EXPIRES NOVEMBER 23, 2008

Dated: 4/7/2005

Natalie J. McDonald  
Natalie J. McDonald

STATE OF GA )  
COUNTY OF Gwinnett ) ss.

This 7 day of April, 2005, before me personally came the above-named Natalie J. McDonald, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.



Jo A. Pepple  
Notary Public for Gwinnett Co GA  
My commission expires: 5/27/05

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael W. Shaw

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This \_\_\_\_ day of \_\_\_\_\_, 2005, before me personally came the above-named Michael W. Shaw, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

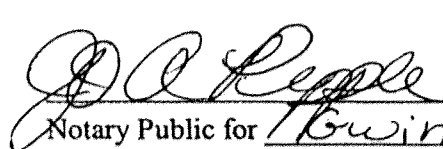
[SEAL]

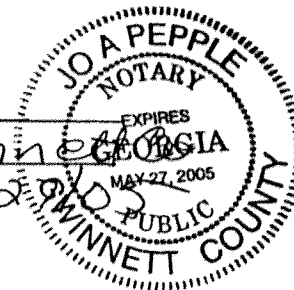
Dated: 4/5/2005

  
Anthony Sanchez

STATE OF GA)  
COUNTY OF Gwinnett) ss.

This 5 day of April, 2005, before me personally came the above-named Anthony Sanchez, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

  
Notary Public for Gwinnett GA  
My commission expires: 5/27/05



[SEAL]

Dated: \_\_\_\_\_

\_\_\_\_\_  
James L. Murray

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_) ss.

This \_\_\_\_ day of \_\_\_\_\_, 2005, before me personally came the above-named James L. Murray, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

## ASSIGNMENT

We, Thomas W. Hodge, of Roswell, Georgia, a citizen of the United States of America, Natalie J. McDonald, of Atlanta, Georgia, a citizen of the United States of America, Michael W. Shaw, of Decatur, Georgia, a citizen of the United States of America, Anthony Sanchez, of Lilburn, Georgia, a citizen of the United States of America, and James L. Murray, of Lawrenceville, Georgia, a citizen of the United States of America, along with Donald Rubin, have invented a certain invention entitled RAB9A, RAB11A, AND MODULATORS THEREOF RELATED TO INFECTIOUS DISEASE for which the following patent applications have been filed:

U.S. Provisional Patent Application No. 60/547,328, filed on February 24, 2004; and  
PCT Application No. PCT/US2005/006396 filed on February 24, 2005

which applications are collectively referred to herein as "the patent applications."

We were employed by the Department of Health and Human Services at the time the invention was made. The conditions under which said invention was made are such as to entitle the Government of the United States of America under Paragraph 1(a) of Executive Order 10096, to the entire right, title, and interest in the invention, in the United States and all other countries throughout the world.

In consideration of our obligations under Executive Order 10096, and other valuable consideration, we the undersigned, have sold, assigned, and transferred and do sell, assign, and transfer to The Government of the United States of America as represented by the Secretary of the Department of Health and Human Services, Centers for Disease Control and Prevention (hereinafter THE GOVERNMENT), and successors and assigns, our full and exclusive right, title, and interest in the patent applications and invention throughout the United States of America, its territories and dependencies, and all other countries. This includes an assignment of all Letters Patent that may be granted on the invention in the United States of America and all countries throughout the world, and any divisional, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof; and the right to claim priority from the patent applications as provided for by United States law, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, or other applicable law.

We authorize and request the issuance of said Letters Patent to THE GOVERNMENT as assignee of our entire right, title, and interest to be held as fully and entirely as the same would have been held by us had this assignment not been made.

We warrant that there are no outstanding assignments, grants, liens, encumbrances, or agreements either written, oral, or implied that will impair, diminish, limit, or abridge the interest herein conveyed at the time of the execution of the present assignment.

We also agree upon reasonable request to communicate to THE GOVERNMENT, its representatives, assigns or agents, any facts known to us respecting the invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, provide all requested documents, and do everything reasonably possible to aid THE GOVERNMENT and its assigns to obtain and enforce proper patent protection for the invention in the



United States or any foreign country. These provisions are binding upon our heirs, legal representatives, administrators and assigns.

We have authorized THE GOVERNMENT to file and prosecute the patent applications, as well as any corresponding international or national applications that claim priority from them. THE GOVERNMENT has the right to select attorneys or agents of its choice to prosecute at its discretion the patent applications on its behalf.

We grant the law firm of Klarquist Sparkman, LLP, the power to insert on this Assignment any further information that may be necessary or desirable in order to comply with all applicable legal requirements, including the rules of the United States Patent and Trademark Office, for submitting and recording this document.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Thomas W. Hodge

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This \_\_\_\_ day of \_\_\_\_\_, 2005, before me personally came the above-named Thomas W. Hodge, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires:

[SEAL]

Dated: \_\_\_\_\_

Natalie J. McDonald

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This \_\_\_\_ day of \_\_\_\_\_, 2005, before me personally came the above-named Natalie J. McDonald, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

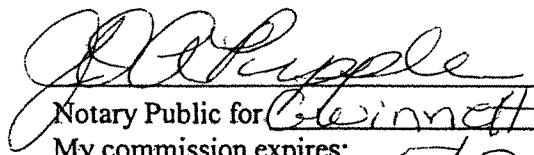
Dated: Apr 8, 2005

  
Michael W. Shaw

STATE OF GA )  
 ) ss.  
COUNTY OF Winnett )

This 8 day of April, 2005, before me personally came the above-named Michael W. Shaw, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.



  
Notary Public for Winnett Co, GA  
My commission expires: 5/27/05

Dated: \_\_\_\_\_

Anthony Sanchez

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This \_\_\_\_ day of \_\_\_\_\_, 2005, before me personally came the above-named Anthony Sanchez, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

Dated: 4/5/05

James L. Murray

STATE OF GA )  
 ) ss.  
COUNTY OF Clarke )

This 5<sup>th</sup> day of April, 2005, before me personally came the above-named James L. Murray, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

NOTARY PUBLIC, ATHENS-CLARKE COUNTY, GA  
MY COMMISSION EXPIRES APRIL 26, 2007

[SEAL]



## ASSIGNMENT

WHEREAS, I, Donald Rubin, of Nashville, Tennessee, a citizen of the United States of America, along with Thomas W. Hodge, Natalie J. McDonald, Michael W. Shaw, Anthony Sanchez, and James L. Murray, have invented a certain invention entitled RAB9A, RAB11A, AND MODULATORS THEREOF RELATED TO INFECTIOUS DISEASE for which U.S. Provisional Patent Application No. 60/547,328, was filed on February 24, 2004, and PCT Application No. PCT/US2005/006396 was filed on February 24, 2005: and


WHEREAS, Vanderbilt University, a corporation organized under the laws of the United States of America, having a place of business at Office of Technology Transfer and Enterprise Development, 1207 17th Ave. S., Suite 105, Nashville, TN 37212, United States of America, desires to acquire an interest therein:

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, Donald Rubin, hereby sell, assign and transfer to Vanderbilt University, my full and exclusive right, title and interest in and to said invention, patent application and patent rights throughout the world, including foreign patent priority rights, the right to file and prosecute International Applications under the Patent Cooperation Treaty, and the right to file and prosecute applications under the European Patent Convention; said invention, application and letters patent in this or any foreign country, and all divisions, continuations, reissues and extensions thereof, to be held and enjoyed by Vanderbilt University, for its own use and benefit, and for its successors and assigns to the full end of the term for which letters patent may be granted in this or any foreign country, as fully and entirely as the same would have been held by me had this assignment and sale not been made, and covenant that I have full right so to do, and agree that I will communicate to Vanderbilt University, or its successors and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and do everything possible to aid Vanderbilt University, its successors and assigns to obtain and enforce proper patent protection for said invention in this or any foreign country.

I hereby grant the law firm of Klarquist Sparkman, LLP, the power to insert on this Assignment

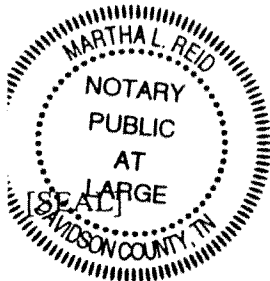
any further information which may be necessary or desirable in order to comply with all applicable legal requirements, including the rules of the United States Patent and Trademark Office, for submitting and recording this document.

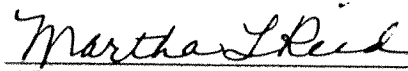
IN TESTIMONY WHEREOF, Assignor has signed his name on the date indicated.

  
\_\_\_\_\_  
Donald Rubin

STATE OF Tennessee )  
COUNTY OF Davidson ) ss.

This 11<sup>th</sup> day of April, 2005, before me personally came the above-named Donald Rubin, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth therein.



  
\_\_\_\_\_  
Notary Public For  
My commission expires:

MY COMMISSION EXPIRES:  
**May 24, 2008**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**In re application of:** Hodge et al.

**Application No.** 10/590,844

**Filed:** August 24, 2006

**Confirmation No.** 8385

**FILED VIA EFS**  
**ON** OCTOBER 23, 2006

**For:** RAB9A, RAB11A, AND MODULATORS  
THEREOF RELATED TO INFECTIOUS  
DISEASE

**Examiner:** Not yet assigned

**Art Unit:** Not yet assigned

**Attorney Reference No.** 6395-68026-07

**POWER OF ATTORNEY BY ASSIGNEES AND  
CERTIFICATE BY ASSIGNEE UNDER 37 CFR § 3.37(b)**

COMMISSIONER FOR PATENTS  
P.O. BOX 1450  
ALEXANDRIA, VA 22313-1450

Dear Sir:

THE GOVERNMENT OF THE UNITED STATES OF AMERICA AS  
REPRESENTED BY THE SECRETARY OF THE DEPARTMENT OF HEALTH AND  
HUMAN SERVICES, CENTERS FOR DISEASE CONTROL AND PREVENTION and  
VANDERBILT UNIVERSITY, the Assignees of the entire right, title and interest in the above-  
identified patent application by assignments attached hereto, hereby appoint as their  
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the attorneys and agents identified as

**Customer No. 46135**

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KLARQUIST SPARKMAN, LLP  
One World Trade Center, Suite 1600  
121 SW Salmon Street  
Portland, OR 97204-2988  
Telephone: 503-226-7391  
Fax: 503-228-9446

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Executed on \_\_\_\_\_, 2006 at Atlanta, Georgia.

UNITED STATES DEPARTMENT OF  
HEALTH AND HUMAN SERVICES

---

Andrew Watkins  
Director, Technology Transfer Office  
Centers for Disease Control and Prevention  
(CDC)  
1600 Clifton Road NE (E67)  
Atlanta, GA 30333  
(404) 639-6270

Executed on October 23, 2006 at Nashville, Tennessee.

VANDERBILT UNIVERSITY

A handwritten signature in cursive script, reading "Janis Elsner", is written over a horizontal line.

Janis Elsner

Associate Director

Office of Technology Transfer and  
Enterprise Development

1207 17th Ave. S., Suite 105

Nashville, TN 37212

(615) 343-2430 - Telephone



## ASSIGNMENT

We, Thomas W. Hodge, of Roswell, Georgia, a citizen of the United States of America, Natalie J. McDonald, of Atlanta, Georgia, a citizen of the United States of America, Michael W. Shaw, of Decatur, Georgia, a citizen of the United States of America, Anthony Sanchez, of Lilburn, Georgia, a citizen of the United States of America, and James L. Murray, of Lawrenceville, Georgia, a citizen of the United States of America, along with Donald Rubin, have invented a certain invention entitled RAB9A, RAB11A, AND MODULATORS THEREOF RELATED TO INFECTIOUS DISEASE for which the following patent applications have been filed:

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We were employed by the Department of Health and Human Services at the time the invention was made. The conditions under which said invention was made are such as to entitle the Government of the United States of America under Paragraph 1(a) of Executive Order 10096, to the entire right, title, and interest in the invention, in the United States and all other countries throughout the world.

In consideration of our obligations under Executive Order 10096, and other valuable consideration, we the undersigned, have sold, assigned, and transferred and do sell, assign, and transfer to The Government of the United States of America as represented by the Secretary of the Department of Health and Human Services, Centers for Disease Control and Prevention (hereinafter THE GOVERNMENT), and successors and assigns, our full and exclusive right, title, and interest in the patent applications and invention throughout the United States of America, its territories and dependencies, and all other countries. This includes an assignment of all Letters Patent that may be granted on the invention in the United States of America and all countries throughout the world, and any divisional, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof; and the right to claim priority from the patent applications as provided for by United States law, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, or other applicable law.

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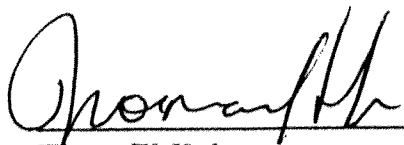
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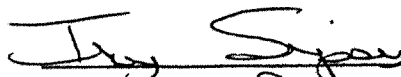
IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: 9/8/05

  
Thomas W. Hodge

STATE OF Georgia )  
COUNTY OF Oconee ) ss.

This 8 day of Sept., 2005, before me personally came the above-named Thomas W. Hodge, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

  
Notary Public for Oconee  
My commission expires:

[SEAL]

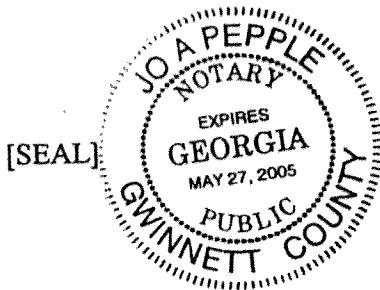
NOTARY PUBLIC, OCONEE COUNTY, GEORGIA  
MY COMMISSION EXPIRES NOVEMBER 23, 2008

Dated: 4/7/2005

Natalie J. McDonald  
Natalie J. McDonald

STATE OF GA )  
COUNTY OF Gwinnett ) ss.

This 7 day of April, 2005, before me personally came the above-named Natalie J. McDonald, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.



Jo A. Pepple  
Notary Public for Gwinnett Co GA  
My commission expires: 5/27/05

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael W. Shaw

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This \_\_\_\_ day of \_\_\_\_\_, 2005, before me personally came the above-named Michael W. Shaw, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

Dated:

4/5/2005

  
Anthony Sanchez

STATE OF

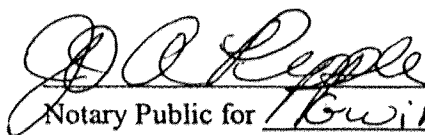
GA)

ss.

COUNTY OF

Gwinnett)

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Notary Public for Gwinnett

My commission expires: 5/27/2005



[SEAL]

Dated: \_\_\_\_\_

\_\_\_\_\_  
James L. Murray

STATE OF \_\_\_\_\_)

) ss.

COUNTY OF \_\_\_\_\_)

This \_\_\_\_ day of \_\_\_\_\_, 2005, before me personally came the above-named James L. Murray, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

## ASSIGNMENT

We, Thomas W. Hodge, of Roswell, Georgia, a citizen of the United States of America, Natalie J. McDonald, of Atlanta, Georgia, a citizen of the United States of America, Michael W. Shaw, of Decatur, Georgia, a citizen of the United States of America, Anthony Sanchez, of Lilburn, Georgia, a citizen of the United States of America, and James L. Murray, of Lawrenceville, Georgia, a citizen of the United States of America, along with Donald Rubin, have invented a certain invention entitled RAB9A, RAB11A, AND MODULATORS THEREOF RELATED TO INFECTIOUS DISEASE for which the following patent applications have been filed:

U.S. Provisional Patent Application No. 60/547,328, filed on February 24, 2004; and  
PCT Application No. PCT/US2005/006396 filed on February 24, 2005

which applications are collectively referred to herein as "the patent applications."

We were employed by the Department of Health and Human Services at the time the invention was made. The conditions under which said invention was made are such as to entitle the Government of the United States of America under Paragraph 1(a) of Executive Order 10096, to the entire right, title, and interest in the invention, in the United States and all other countries throughout the world.

In consideration of our obligations under Executive Order 10096, and other valuable consideration, we the undersigned, have sold, assigned, and transferred and do sell, assign, and transfer to The Government of the United States of America as represented by the Secretary of the Department of Health and Human Services, Centers for Disease Control and Prevention (hereinafter THE GOVERNMENT), and successors and assigns, our full and exclusive right, title, and interest in the patent applications and invention throughout the United States of America, its territories and dependencies, and all other countries. This includes an assignment of all Letters Patent that may be granted on the invention in the United States of America and all countries throughout the world, and any divisional, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof; and the right to claim priority from the patent applications as provided for by United States law, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, or other applicable law.

We authorize and request the issuance of said Letters Patent to THE GOVERNMENT as assignee of our entire right, title, and interest to be held as fully and entirely as the same would have been held by us had this assignment not been made.

We warrant that there are no outstanding assignments, grants, liens, encumbrances, or agreements either written, oral, or implied that will impair, diminish, limit, or abridge the interest herein conveyed at the time of the execution of the present assignment.

We also agree upon reasonable request to communicate to THE GOVERNMENT, its representatives, assigns or agents, any facts known to us respecting the invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, provide all requested documents, and do everything reasonably possible to aid THE GOVERNMENT and its assigns to obtain and enforce proper patent protection for the invention in the

United States or any foreign country. These provisions are binding upon our heirs, legal representatives, administrators and assigns.

We have authorized THE GOVERNMENT to file and prosecute the patent applications, as well as any corresponding international or national applications that claim priority from them. THE GOVERNMENT has the right to select attorneys or agents of its choice to prosecute at its discretion the patent applications on its behalf.

We grant the law firm of Klarquist Sparkman, LLP, the power to insert on this Assignment any further information that may be necessary or desirable in order to comply with all applicable legal requirements, including the rules of the United States Patent and Trademark Office, for submitting and recording this document.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: \_\_\_\_\_

Thomas W. Hodge

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This \_\_\_\_ day of \_\_\_\_\_, 2005, before me personally came the above-named Thomas W. Hodge, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

Notary Public for \_\_\_\_\_  
My commission expires:

[SEAL]

Dated: \_\_\_\_\_

Natalie J. McDonald

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This \_\_\_\_ day of \_\_\_\_\_, 2005, before me personally came the above-named Natalie J. McDonald, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_


[SEAL]

Dated: Apr 8, 2005

  
Michael W. Shaw

STATE OF GA )  
COUNTY OF Gwinnett ) SS.

This 8<sup>th</sup> day of April, 2005, before me personally came the above-named Michael W. Shaw, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

  
Notary Public for Winnetka Co GA  
My commission expires: 5/27/05



Dated: \_\_\_\_\_

\_\_\_\_\_  
Anthony Sanchez

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This \_\_\_\_ day of \_\_\_\_\_, 2005, before me personally came the above-named Anthony Sanchez, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

Dated: 4/5/05

James L. Murray  
James L. Murray

STATE OF GA )  
 ) ss.  
COUNTY OF Clarke )

This 5<sup>th</sup> day of April, 2005, before me personally came the above-named James L. Murray, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

NOTARY PUBLIC, ATHENS-CLARKE COUNTY, GA  
MY COMMISSION EXPIRES APRIL 26, 2007

[SEAL]





## ASSIGNMENT

WHEREAS, I, Donald Rubin, of Nashville, Tennessee, a citizen of the United States of America, along with Thomas W. Hodge, Natalie J. McDonald, Michael W. Shaw, Anthony Sanchez, and James L. Murray, have invented a certain invention entitled RAB9A, RAB11A, AND MODULATORS THEREOF RELATED TO INFECTIOUS DISEASE for which U.S. Provisional Patent Application No. 60/547,328, was filed on February 24, 2004, and PCT Application No. PCT/US2005/006396 was filed on February 24, 2005: and


WHEREAS, Vanderbilt University, a corporation organized under the laws of the United States of America, having a place of business at Office of Technology Transfer and Enterprise Development, 1207 17th Ave. S., Suite 105, Nashville, TN 37212, United States of America, desires to acquire an interest therein:

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, Donald Rubin, hereby sell, assign and transfer to Vanderbilt University, my full and exclusive right, title and interest in and to said invention, patent application and patent rights throughout the world, including foreign patent priority rights, the right to file and prosecute International Applications under the Patent Cooperation Treaty, and the right to file and prosecute applications under the European Patent Convention; said invention, application and letters patent in this or any foreign country, and all divisions, continuations, reissues and extensions thereof, to be held and enjoyed by Vanderbilt University, for its own use and benefit, and for its successors and assigns to the full end of the term for which letters patent may be granted in this or any foreign country, as fully and entirely as the same would have been held by me had this assignment and sale not been made, and covenant that I have full right so to do, and agree that I will communicate to Vanderbilt University, or its successors and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and do everything possible to aid Vanderbilt University, its successors and assigns to obtain and enforce proper patent protection for said invention in this or any foreign country.

I hereby grant the law firm of Klarquist Sparkman, LLP, the power to insert on this Assignment

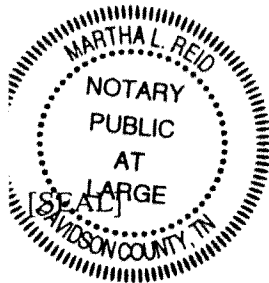
any further information which may be necessary or desirable in order to comply with all applicable legal requirements, including the rules of the United States Patent and Trademark Office, for submitting and recording this document.

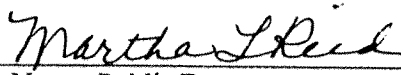
IN TESTIMONY WHEREOF, Assignor has signed his name on the date indicated.

  
\_\_\_\_\_  
Donald Rubin

STATE OF *Tennessee* )  
COUNTY OF *Davidson* ) ss.

This 11<sup>th</sup> day of April, 2005, before me personally came the above-named Donald Rubin, who executed the foregoing instrument in my presence, and who acknowledged to me that he executed the same of his own free will for the purposes set forth therein.



  
\_\_\_\_\_  
Notary Public For  
My commission expires:

MY COMMISSION EXPIRES:  
**May 24, 2008**